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21 Attorneys for Defendant  
22 CROSS LINK, INC. dba  
WESTAR MARINE SERVICES

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### Description of Events Underlying the Action

Plaintiff's complaint alleges causes of action for *Jones Act* negligence (46 U.S.C. App. § 688), unseaworthiness, maintenance and cure, and negligence under general maritime law for injuries he allegedly sustained while employed as a seaman on a crew boat owned and operated by defendant Westar. Plaintiff alleges, *inter alia*, that he injured his shoulder while attempting to transfer gas cylinders from a Westar vessel to a barge operated by co-defendant Tutor-Saliba/Koch/Tidewater JV, and that he has become disabled from his customary occupation as a result thereof. The defendant WESTAR denies that the plaintiff was injured, and denies that he was injured on the date(s), at the location(s) or in the manner alleged. WESTAR disputes the alleged

1 nature of the plaintiff's injuries, if any, their alleged severity, duration and effect. WESTAR denies  
 2 that the plaintiff is unable to return to work and contends that plaintiff has, in fact, returned to  
 3 maritime employment.  
 4

5 Identification of Factual Issues in Dispute

- 6 1) The nature of the alleged injury causing event.  
 7 2) The date and/or location of the injury causing event, if any.  
 8 3) The circumstances of the injuries that plaintiff claims he suffered.  
 9 4) The cause of the plaintiff's injuries, if any, that plaintiff claims he suffered.  
 10 5) The extent, if any, of plaintiff's wage loss claim.  
 11 6) The extent, if any, of plaintiff's unpaid medical expenses.  
 12 7) The extent, if any, to which the plaintiff contributed to or caused his own injury.  
 13 8) The extent and duration, if any, of plaintiff's injury related disability.  
 14 9) The parties reserve the right to supplement this list of fact issues as they become known through  
 15 discovery or investigation.  
 16

17 Identification Of Legal Issues In Dispute

- 18 1) Whether the defendants were negligent.  
 19 2) Whether the vessel upon which plaintiff claims he was working or any of its work methods, or  
 20 crew, were unseaworthy.  
 21 3) Whether defendant Westar failed to pay maintenance and/or cure when WESTAR had a duty to  
 22 do so.  
 23 4) Whether the injuries alleged by the plaintiff are or were caused by the events in question.  
 24 5) Whether and to what extent the plaintiff was comparatively negligent.  
 25 6) Whether any alleged negligence and/or alleged unseaworthiness caused the plaintiff injury.  
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1 7) The nature and extent of the injuries the plaintiff suffered, if any, as a result of the events set  
2 forth in his First Amended Complaint.

3 8) The nature and extent of plaintiff's general and special damages as recognized pursuant to  
4 Federal Maritime Law.

5 9) The parties reserve the right to supplement this list as further issues become known through  
6 discovery and/or investigation.  
7

8 Other Factual Issues

9 The parties are not presently aware of any unresolved issues concerning service of process,  
10 jurisdiction or venue. The plaintiff does not currently anticipate serving any additional defendants.  
11

12 WESTAR does not now know whether there are additional parties that might be served  
13 because WESTAR has not taken the plaintiff's deposition or conducted discovery. Once discovery  
14 is underway, WESTAR will be in a better position to determine whether additional parties might be  
15 served. Until then, WESTAR does not know of any additional parties.  
16

17 Parties Which Have Not Been Served And The Reasons

18 All named defendants have been served and have appeared.

19 Relief Sought

20 Plaintiff seeks special and general damages, attorneys' fees and costs.

21 WESTAR seeks judgment in its favor. If plaintiff should receive judgment in his favor,  
22 WESTAR seeks an allocation of liability as between all responsible parties, including the plaintiff.  
23

24 Initial Disclosures

25 The parties completed their initial disclosures on November 6, 2006.

26 Assignment to Magistrate Judge

27 The parties do not consent to reassignment to a Magistrate Judge for trial of this matter.  
28

Alternative Dispute Resolution

The parties plan to schedule a private mediation after completion of discovery and prior to the exchange of expert reports.

Related Cases

There is no related case pending.

Discovery and Motions

The parties agree to the following discovery and pre-trial plan:

(a.) Discovery Planned:

The parties have not yet commenced discovery. At least the following depositions are anticipated: the plaintiff; the crew boat captain; other knowledgeable deck hands/marine workers; the Tutor-Saliba barge worker(s); persons most knowledgeable regarding the defendants' operational policies and practices and the administration of plaintiff's maintenance and cure; plaintiff's medical providers and both parties' expert witnesses, including the plaintiff's treating physicians. The parties also anticipate serving interrogatories, requests for production of documents, and requests for admissions. Westar also anticipates requesting one or more Independent Medical Examinations as discovery regarding plaintiff's alleged injuries proceeds.

(b.) Discovery Limits:

The parties agree to the following limits:

1. Limits on the number of Depositions under FRCP 30(a)(2)(A), per party;
2. Unlimited Requests for Production;
3. Interrogatories limited to 35 by and between plaintiff and each defendant.

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(c.) Discovery and Pre-Trial Schedule:

~~The parties jointly propose the following deadlines and dates:~~  
Designation of witnesses to be called in the case in chief -- 7/30/07

- a. Percipient Discovery – 60 days before trial; --- 8/31/07
- b. Mutual Disclosure of Experts – 50 days before trial; --- with CVs and Trial Reports --- 9/7/07
- c. Supplemental Disclosure of Experts – 40 days before trial; --- 9/18/07
- d. Close of Expert Discovery – 30 days before trial; ---- 9/28/07
- e. Last Day to Hear Dispositive Motions – 30 days before trial; --- 10/1/07
- f. Joint Pretrial Statement due – 15 days before trial; and --- 10/16/07
- g. Pretrial Conference – 7 days before trial. --- Tues, 10/30/07 at 2:30 p.m.

Trial Schedule Tues., 11/6/07 at 8:30 a.m.

The parties anticipate that this action will require 7 to 10 days of testimony. Plaintiff has requested a jury trial. The length of the trial may be reduced by stipulation or other means.

The plaintiff requests that the trial of this action be set in October or November 2007. The defendants request that trial of this action not be set before February, 2008. Counsels' experience has been that many of the percipient witnesses in these types of *Jones Act* cases are at sea from four to six months per year and coordinating their depositions with opposing counsel often takes more time than typically necessary to complete percipient witness depositions.

Certification Of Counsel

Pursuant to Civil L.R. 16-12, each of the undersigned certifies that they have read the brochure entitled "Dispute Resolution Procedures in Northern District of California," discussed the available options provided by the court and private entities and have considered whether this case

1 might benefit from any of those dispute resolution options.

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3  
4 Dated: November 6, 2006

By: /s/ Edward M. Bull  
Edward M. Bull III  
Eugene A. Brodsky  
Attorneys for Plaintiff Robert  
Goldsworthy

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9 Dated: November 6, 2006

By: /s/ Neil Olson  
Neil Olson  
Rex M. Clack  
David E. Russo  
Attorneys for Defendants,  
CROSS LINK, INC. dba  
WESTAR MARINE SERVICES  
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15 Dated: November 6, 2006

By: /s/ Richard Wootton  
Richard Wootton  
Galin Luk  
Attorneys for Defendant,  
TUTOR-SALIBA/KOCH/TIDEWATER  
JV

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19 David E. Russo attests that concurrence in the filing of this document has been obtained from each  
20 of the other signatories identified herein.  
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Case Management Order

The Case Management Statement and Proposed Order is hereby adopted by the Court as the Case Management Order for the case and the parties are ordered to comply with this Order. In addition the Court orders:

Dated: 11/27/06



The Honorable Marilyn Hall Patel  
U.S. District Judge

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